

**CITY OF PHILADELPHIA
MINORITY BUSINESS ENTERPRISE COUNCIL
ANTIDISCRIMINATION POLICY- MINORITY, WOMEN AND DISABLED OWNED
BUSINESS ENTERPRISES**

**FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS¹
FOR BIDS TO BE AWARDED BY THE PROCUREMENT DEPARTMENT
(BIDS)**

Under the authority of Executive Order No. 02-05, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Women (WBE) and Disabled (DSBE) Owned Business Enterprise in City contracts. The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's antidiscrimination policy is applicable to this Invitation and Bid.

The Minority Business Enterprise Council (MBEC) has approved projected ranges of participation for this Invitation and Bid which serve as a guide in determining each bidder's responsibility. These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. Please review these forms carefully as the submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to the MBEC are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

1. Only firms that are certified by the MBEC at the time of bid opening will be credited toward the participation ranges on City contracts. A list of currently certified firms is maintained by the MBEC and is available online at www.phila.gov/mbec/directory or in printed form at the MBEC offices, located in the Municipal Services Building, 1401 JFK Blvd. Suite 330, Philadelphia, PA. 19102-1666.

2. No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid Specifications), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The MBEC may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining

¹ These Instructions, Forms and Special Contract Provisions relating to Mayoral Executive Order 02-05 are issued by the Office of The Minority Business Enterprise Council on an interim basis.

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whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected.

3 In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Bidders will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

4 An MBE/WBE/DSBE submitting as the prime bidder is required, like all other bidders, to submit a bid that is responsive to the Policy and will only receive credit toward the relevant participation ranges (e.g., MBE range or WBE range or DSBE range) for the amount of its own work or supply effort on this Invitation and Bid. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this bid, may be credited towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be certified by the MBEC prior to bid opening;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including bidding, planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5 M/W/DSBE subcontractors must perform at least fifty percent (50%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

6 For the purpose of applying the participation ranges on Public Works projects that include add or deduct alternates, commitments listed by bidders on the Solicitation for Participation and Commitment Form should be based upon the base bid. In the event the City elects to award any add or deduct alternates, the City reserves the right to require the apparent lowest responsible bidder to amend its Solicitation for Participation and Commitment Form, to ensure the bidder's continuing responsibility.

7 In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. (If the Invitation and Bid is for a requirements-type contract, a percentage amount will suffice.) In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The MBEC reserves the right to request clarifying information from bidder in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

A. RESPONSIVENESS

1. Any bid that the MBEC determines is not responsive to the Policy will be rejected, subject to appeal by bidder as more fully discussed below. A bid responsive to the Policy is a bid which contains documentary evidence of the M/W/DSBEs that have been solicited and that

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will be used by the bidder on the contract, if awarded, where the bid satisfies the M/W/DSBE participation ranges for that contract; the bidder is rebuttably presumed not to have discriminated in its selection of contract participants. When a bidder is unable to achieve the participation ranges, a bid responsive to the Policy contains the required documentary evidence along with a written request for the reduction of part or all of the M/W/DSBE participation ranges, which reduction or waiver is granted based upon a determination by the MBEC that the bidder did not discriminate. Although the City reserves the right to allow post-bid opening submission of MBEC Forms and information responsive to the Policy, a bidder's failure to submit the required information on M/W/DSBE participation or to cooperate with the MBEC will result in rejection of the bid as nonresponsive.

2. Bidders must submit documentary evidence of MBE, WBE and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this Invitation and Bid. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the bid as nonresponsive although the City, at its sole discretion, may allow bidders to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made prior to bid opening shall be submitted, concurrently with the bid, on the enclosed document entitled "Solicitation For Participation and Commitment Form". A bidder should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Invitation and Bid. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes. The bidder's listing of a commitment with a M/W/DSBE constitutes a representation that the bidder has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.
- If the bidder has entered into a joint venture with an MBE, WBE and/or DSBE partner, the bidder should submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at the Office of the MBEC, for the City's review and approval of the joint venture arrangement.

3. If Bidder does not fully meet each of the range(s) for participation established for this Invitation and Bid, bidder must request a reduction of participation, indicating the level of M/W/DSBE participation that has been achieved by bidder and explaining what efforts the bidder made to achieve the M/W/DSBE participation ranges. Bidder must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. MBEC will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive although the City, at its sole discretion, may allow bidders to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- If no MBE/WBE/DSBEs were solicited for the type of services or materials to be contracted, please give reason(s) why no such solicitation was made.

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- Document all solicitations and commitments made with non-M/W/DSBEs for services or supplies incident to the performance of the contract; include copies of quotes received.
- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote, regardless of whether the quote was solicited by bidder.
- Provide any additional evidence pertinent to bidder's conduct relating to this bid including sufficient evidence which demonstrates to the MBEC that bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing bidder's efforts to achieve participation within the ranges, bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

a. The bidder's documentary evidence will be reviewed by the MBEC to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The review will include consideration of the following:

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The MBEC may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. MBEC will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the MBEC will investigate whether M/W/DSBEs are given the same information, access to the bid, plans, specifications, and requirements of the contract and given adequate amount of time to prepare a quote as others who were solicited by bidder. The MBEC will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation in contractor negotiated subcontract opportunities or solicited M/W/DSBEs at pre-bid meetings.
- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. MBEC will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. MBEC will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract, prompt payment practices or bonding assistance.

4. After review of the bidder's submission and other information the MBEC deems relevant to its evaluation, the MBEC will make a written determination that will be forwarded to the Procurement Commissioner or his/her designee (the "Commissioner").

a. If the apparent low bidder's bid is determined nonresponsive by the MBEC, the bidder will be notified and may file a written appeal with the MBEC within forty-eight (48) hours of the date of notification. The decision of the MBEC may be appealed in writing within forty-eight (48) hours of the date of the MBEC's decision to the Director of Finance or his/her designee whose decision shall be final.

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B. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the MBEC.

2. The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. [For Concession bids, the successful bidder shall deliver payment within ten (10) days after receipt of the M/W/DSBE' invoice] In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Invitation and Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Order 02-05 or by reason of any contract resulting from the Invitation and Bid except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the MBEC determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, or intentionally excluded a M/W/DSBE from a bid on the basis of minority status, gender or disability, the MBEC may recommend to the Director of Finance the imposition of sanctions on the bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

1. The MBEC shall have the right to make site visits to the bidder's place of business and/or job site and obtain documents and information from any bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain bidder's responsiveness and responsibility.

2. Failure to cooperate with the MBEC in its review will result in a determination that the bidder's bid is nonresponsive and its bid will be rejected.

E. RECORDS AND REPORTS

1. The successful bidder shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment. These records shall be made available for inspection by the MBEC and/or other appropriate City officials. The successful bidder agrees to submit reports and other documentation to the MBEC as deemed necessary by the MBEC to ascertain the successful bidder's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

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1. The successful bidder's compliance with the requirements of Executive Order 02-05, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the Director of Finance determines that the successful bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend the successful bidder from bidding on and/or participating in any future City contracts for a period of up to three (3) years.
- d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract" shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the "total dollar amount of the contract" shall mean the Concession Fee paid to the City.)

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with any contract resulting from this Invitation and Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors.

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (BID) <i>Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprise:</i>				DEPARTMENT OF FINANCE MINORITY BUSINESS ENTERPRISE COUNCIL (MBEC)											
BID# AND TITLE -		<i>Name of Bidder</i>		<i>Bid Submission Date</i>											
List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.															
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed		Date Solicited		Commitment Made		Give Reason(s)			
Company Name						By Phone		By Mail		Yes (If Yes, give date)		NO			
Address														If No Commitment	
Contact Person						Quote Received		Amount Committed To							
Telephone Number		Fax #				YES		NO		Dollar Amount					
MBEC CERTIFICATION #										\$		Percent of Total Bid			
										%					
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed		Date Solicited		Commitment Made		Give Reason(s)			
Company Name						By Phone		By Mail		Yes (If Yes, give date)		NO			
Address														If No Commitment	
Contact Person						Quote Received		Amount Committed To							
Telephone Number		Fax #				YES		NO		Dollar Amount					
MBEC CERTIFICATION #										\$		Percent of Total Bid			
										%					
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed		Date Solicited		Commitment Made		Give Reason(s)			
Company Name						By Phone		By Mail		Yes (If Yes, give date)		NO			
Address														If No Commitment	
Contact Person						Quote Received		Amount Committed To							
Telephone Number		Fax #				YES		NO		Dollar Amount					
MBEC CERTIFICATION #										\$		Percent of Total Bid			
										%					
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed		Date Solicited		Commitment Made		Give Reason(s)			
Company Name						By Phone		By Mail		Yes (If Yes, give date)		NO			
Address														If No Commitment	
Contact Person						Quote Received		Amount Committed To							
Telephone Number		Fax #				YES		NO		Dollar Amount					
MBEC CERTIFICATION #										\$		Percent of Total Bid			
										%					
Rev. (12/2005) JAS															

¹ MBE/WBE/DSBEs listed above must be certified by the MBEC prior to proposal submission date.

² Failure to give reason may result in rejection of your bid. Use additional pages if necessary.

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SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: TURF MANAGEMENT**

1.2 **SCHEDULE NO: 801-01**

1.3 **CONTRACT TERM: 04/01/2009 to 12/31/2009** (“Initial Term”), with an option to renew for up to Three (3) additional One (1) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

1.3.1 The City shall exercise such sole option to renew the Contract Term by issuing a letter (the “Renewal Notice”) notifying the Contractor that the Contract is renewed for the Renewal Term or Additional Performance Period (identified by commencement and termination dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Renewal Term or Additional Performance Period, and Contractor shall be obligated to perform all terms and conditions of the Contract throughout such Renewal Term or Additional Performance Period, as of the effective date indicated on the City’s Renewal Notice, whether or not Contractor has agreed, verbally or in writing, to such renewal of the Contract term.

1.3.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions of Bidding and Contract.

If participation in the City’s Master Performance Security Program is required under this Invitation and Bid, Contractor shall pay the required annual fee for such participation for each Renewal Term upon the issuance of the Renewal Notice.

1.4 **CONTRACT TYPE: REQUIREMENTS**

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1.4.1 The following items are required in the operation of various City agencies as ordered. Exact quantities cannot now be determined but estimates thereof are listed herein. Quantities listed may be increased or decreased to meet the requirements of the City during the period of this contract. A minimum is not guaranteed. Purchase orders issued as a result of this bid will be for materials or services to be delivered generally on an as-needed basis. Successful bidders are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency.

1.4.2 It is the intent of the Procurement Department to make an award for the period as stated above subject to the appropriation of funds in succeeding fiscal year/years by City Council. The City's fiscal year is from July 1st to June 30th inclusive.

Commodities or services on the bid to be ordered after the end of the fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the award involving following fiscal years' funds until such orders are issued.

The successful bidder(s) obligation to deliver on such purchase orders shall not take effect until the orders are issued. To simplify the contract procedure, however, the successful vendor will be required to furnish a Performance Bond or Performance Security Fee to cover units awarded to him.

1.5 **METHODOLOGY OF ACQUISITION: PURCHASE** only.

1.6 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for **Turf Management of Parks, Playgrounds and Islands** for the various City agencies and departments as specified herein during the contract period.

1.7 **BID SECURITY**

1.7.1 Bid security shall be based upon **cumulative bid amount per Section 5.**

All bids submitted with a total greater than \$30,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for Fiscal Years (July 1, 2008 to June 30, 2010) are not required to provide

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Bid Security if their bid total is \$500,000.00 or less (per paragraph 2 of “Terms and Conditions of Bidding and Contract”).

The Master Bid Security Program allows bidders to qualify for bid security for individual bids submitted during the covered bidding period provided the individual bid total is \$500,000.00 or less.

1.7.2

Bids Opening July 1, 2008 through June 30, 2010

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2008 – June 30, 2010** by submitting a check in the amount of **\$175.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*.

Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer’s or Cashier’s Check, Bank or United States Postal Money Order and is non-refundable.

1.7.3

If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable. Bidders instead **MUST** submit with their bid a refundable Certified, Treasurer’s or Cashier’s Check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 2 entitled “Bid Security”, of the “Terms and Conditions of Bidding and Contract”.

1.8 **BID INFORMATION:**

1.8.1

All information concerning this bid will be contained in this bid document as issued or amended.

1.8.2

Information provided verbally by any City official shall not be binding or relevant.

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1.9 BID SUBMISSION:

- 1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than \$30,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract."
- 1.9.7 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank "Minority Business Enterprise Council Solicitation and Commitment Form" will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 02-05".

OR

If no M-BE, W-BE or DS-BE ranges are established for this Invitation and Bid, bidders are requested to complete the "Voluntary Participation and Commitment Form (Bid)" located after page 1 of the bid.

Completion of this form will not, in any way, impact the City's determination concerning bidder's responsiveness to the requirements of the bid and the award process. The information provided in the "Voluntary Participation and Commitment Form (Bid)" will be for the City's information.

- 1.9.8 **Local Bidding Preferences**

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In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, **bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor's LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime's LBE certification number or the subcontractor's name and the LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

Further, by submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference:

"I certify, that if awarded this contract on the basis of application of the LBE preference, my company or my subcontractor, throughout the entirety of this contract, will perform the majority of the work under this contract within the geographic limits of the City of Philadelphia, and I will, or cause my subcontractor to, maintain within the City a majority of the inventory or equipment that will be used on this contract or the amount of inventory that is customary for this industry."

Prime or subcontractor's LBE Certification Number _____

If applicable:

Subcontractor's Name _____

NOTE: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please provide sufficient time prior to bidding for processing of the LBE application.

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1.9.9

BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the attention of the Procurement Department's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

Otherwise the successful bidder will have to provide the product or service exactly as defined in this bid, and in accordance with the specifications and requirements as listed in this Invitation and Bid.

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1.9.10 **CONTACT PERSON(S):**

PRE-AWARD:

Indicate below to whom in your firm questions concerning this Invitation and Bid should be directed:

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

Indicate below to whom in your firm questions concerning the Contract resulting from this Invitation and Bid should be directed:

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

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1.10 BIDDER QUALIFICATION:

- 1.10.1 All bidders must be a bona fide manufacturer of, or dealer in, the article or service specified within the bid. To demonstrate this, bidders should submit the following reference information with their bid. References provided should be pertinent to the commodity or service requested in this Invitation and Bid; and demonstrate the bidder's ability to perform on a contract of this size and scope.

Please note that reference information in each section must be completed. Failure to submit this information may result in the bidder's disqualification.

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SECTION 1:

Customer References other than an employee or department of the City of Philadelphia, (excluding suppliers or financial institutions).

	A.	B.	C.
Firm Name:	_____	_____	_____
Address:	_____	_____	_____
Contact:	_____	_____	_____
Phone #:	_____	_____	_____
Type Work:	_____	_____	_____
Years dealing w/your firm:	_____	_____	_____

SECTION 2:

Previous purchase order(s)/contract(s) with the City; (State "None" if applicable)

P.O./Contract Number:	_____	_____	_____
Department:	_____	_____	_____
Contact Name:	_____	_____	_____
Phone #:	_____	_____	_____
Item(s):	_____	_____	_____

NOTE: Do not provide the name and phone number of a Procurement Department Buyer in this section. Contact name(s) and phone number(s) must be from a City ordering department.

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1.10.2 The contractor is to submit information regarding services rendered within the last two (2) years, of a size and scope similar to the bid requirements that will demonstrate its ability to successfully perform under the terms of this Invitation and Bid. Also, contractor is to include in the bid, information on company ownership, history, present number of employees, bank references and annual gross sales.

1.11 **EQUIPMENT/CREW REQUIREMENTS:**

1.11.1 The contractor is required to have, as a minimum, the following:

Equipment

- Two (2) tractor mounted 80" mowing attachment OR one (1) 16' wing mower.
- Two (2) 72" riding mowers.
- Two (2) 21" trim mowers.
- Two (2) string trimmers.

Mower blades must be kept sharp at all times, blades will be inspected periodically.

The equipment and manpower listed is the minimum required for ONE district only. Vendor must possess and maintain the minimum complement of equipment and manpower for EACH overall district bid (Example – Paragraphs 2.4.1 through 2.4.3 shall be considered as one district).

The contractor may submit an alternate list of equipment it considers equivalent to the equipment listed.

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Leasing Equipment:

If a vendor intends to lease the equipment listed above, to be used during the initial contract period and any renewal periods thereafter, they shall submit with their bid submission a letter from the Leasing Company (on Company letterhead) with whom they intend to lease the referenced equipment from, guaranteeing that if the said vendor (List Vendor Name) who is submitting this Invitation and Bid (S9-Z5530-0) is awarded the contract or any part thereof, the required equipment, as listed above for each Fairmount Park/Department of Recreation District, will be available to the vendor for the initial contract period and any renewal periods thereafter.

CREW

- One (1) labor foreman
- Three (3) laborers

All areas must be trimmed within 24 hours of mowing. All trash and debris must be removed the same day it is gathered. Trash bags are not permitted to remain overnight.

N.B. Foreman must be experienced and/or trained in the technical aspects of turf maintenance, turf diseases and insects and herbicidal use and application. A resume of the employee who will supervise the work crew is to be submitted with the bid.

1.11.2 **The Contractor shall submit with his/her bid a list of equipment to be utilized that will demonstrate the Contractor's capability to successfully perform the services required on the items bid. The City reserves the right to inspect the contractor's facilities to determine its capabilities. Based on a review of the vendor's operational, managerial, equipment and financial capacities, the City of Philadelphia will determine the number of areas for which a vendor will be eligible for award. The City reserves the right to request documentation to show evidence of the bidder's operational, managerial, equipment, and financial capabilities prior to award.**

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1.12 **SITE INSPECTION:**

1.12.1 Contractors may examine the site(s) on which the maintenance is to be accomplished. Site inspection is not mandatory but contractors are encouraged to perform a site inspection. Successful contractors will be required to perform the services as directed by the department contact. To be knowledgeable as to the extent of the service required, contractors are encouraged to contact the following:

<u>ITEM(S)</u>	<u>CONTACT</u>	<u>TELEPHONE NO.</u>
2.4.1 - 2.8.3	Charles A. Dougherty, Assistant Director of Operations	215-683-0220

1.13 **NON-MANDATORY PRE-BID MEETING:**

A **NON-MANDATORY PRE-BID MEETING** for all interested parties will be held on **Friday, February 20, 2009 at 12:00 PM in Room 170 at the MSB Bldg. 1401 JFK Blvd. Philadelphia, PA 19102.**

The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially impact upon the bid process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City.

Attendance at this Pre-Bid Meeting is not a requirement for bidding.

“IT IS THE VENDOR'S RESPONSIBILITY TO ENSURE THAT THEY ARRIVE AT THE PRE-BID MEETING ON TIME. VENDORS WHO ARRIVE TWENTY MINUTES AFTER THE MEETING HAS STARTED, MAY BE DENIED ENTRY TO THE MEETING.”

SECTION 2: SPECIFICATIONS

2.1 **TURF MANAGEMENT TASK DESCRIPTIONS**

2.1.1 Turf will be maintained at a height of two and one half inches in warm weather and two (2) inches in cool weather. Mowing needs will be dictated by rapidity of turf growth. In general, a bi-weekly mowing schedule can be anticipated, unless otherwise directed by Fairmount Park Commission staff. Ballfields and selected areas will be mowed weekly. Clippings need not be removed from turf areas unless they are clumped and appear unsightly.

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However, clippings and debris will be promptly removed from paved areas. Discharge of grass clippings into roadways or foot paths is prohibited. As part of the mowing task, all obstructions in the turf area will be trimmed neatly and carefully. Mower damage to trees will be closely monitored. Sufficient damage, as determined by City representatives, will be cause for the contractor to replace affected trees.

- 2.1.2 All undesirable plant material will be string trimmed away from all hard surfaces adjacent to turf areas. This includes but it not limited to park exteriors such as curb sides and sidewalks. All turf areas that can not be cut by mower are to be string trimmed.

Trash around waste baskets and on turf areas will be removed prior to mowing. At no time will City staff accept the mowing of litter. All debris (organic and inorganic) will be removed as needed and disposed of in a proper manner by the contractor. Trash and debris shall not be deposited in City waste baskets. City staff will be responsible for removal and emptying of waste baskets. The intention is to maintain the entire landscape in a neat and tidy manner. Proper disposal of debris is the responsibility of the contractor.

- 2.1.3 Contractor shall supply all equipment and materials necessary to complete assigned work.

- 2.1.4 All work will be performed with consideration of safety to workers and users of Fairmount Park and Department of Recreation facilities. All precautions necessary to insure public safety will be the responsibility of the contractor.

- 2.1.5 Commercial trucks and vehicles operating in Fairmount Park without required permits risk police intervention. Contractor will be responsible for application and obtaining all permits necessary from the Fairmount Park Commission and/or any other city agency as required by law. All commercial trucks and vehicles must have a permit.

- 2.2 All work as listed in the specifications is to be performed within the following guidelines:

- 2.2.1 All scheduled work is to be performed during normal working hours - 7:00 AM - 5:00 PM - Monday through Friday unless approved by Fairmount Park or the designated contact. No work shall be performed on the following holidays:

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- **Martin Luther King Day**
- **Memorial Day**
- **Independence Day**
- **Christmas**
- **Washington's Birthday**
- **Columbus Day**
- **Labor Day**
- **Thanksgiving**
- **New Year's Day**
- **Veterans Day**

- 2.2.2 Scheduled Saturday work will **NOT** be permitted unless approved by the Fairmount Park or the designated contact. If approved, Saturday work will be billed at the awarded per acre price, exclusive of any additional expenses incurred by the contractor, including, regular pay or overtime.
- 2.2.3 In the event the contractor elects to periodically apply a non-selection herbicide such as "Round-Up", prior Fairmount Park approval is required. Application of Herbicide may only be accomplished after regular hours to be dictated by Fairmount Park.
- 2.2.4 After award and prior to commencement of work, the contractor will submit for approval a work schedule to the Fairmount Park Commission for Items 2.4.1 through 2.8.2. The Schedule is to include a detailed operation plan specifying the exact cycle days each sector will be mowed. Also a manpower and equipment deployment plan that complements the mowing schedule for the items awarded. Failure to adhere to the approved mowing schedule risks substantial penalties. Penalties will be assessed for every day the mowing schedule is delayed.
- 2.2.5 All work is subject to inspection prior to payment by the Director of Fairmount Park or the listed contact or his designee.
- 2.2.6 Billing form for invoicing is to be signed at the end of each inspection. Payment shall be made only on invoices accompanied by such signed forms.
- 2.2.7 Contractor must have sufficient equipment to insure that all work is done efficiently and expeditiously. The City reserves the right to inspect contractor's facilities and equipment. Contractors determine to have insufficient capacity of equipment may be ineligible for award. See paragraph 1.11.2.
- 2.2.8 Contractor shall complete all pertinent City forms dealing with work outputs during the contract period. Typical examples of such forms are the Pesticide Application Record and the Landscape Contractor's Daily Report.

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All athletic fields will be mowed with a reel type mower or a fine cut rotary mower similar to a Toro 580D. Pull behind bat wing, flail blade hammer knives or other similar equipment will not be permitted for use on athletic fields.

2.3 It is the intention of this contract to provide a limited range of landscape services. This portion covers the five (5) districts of Fairmount Park (to include the Island Mowing applicable to each District)

2.4 **DISTRICT # 1**

2.4.1 **FAIRMOUNT PARK – DISTRICT #1 – FAIRMOUNT**

In section 5, “Pricing”, bidders shall submit a unit price per each acre cut. Next, bidders shall extend their unit price by the indicated quantity to compute the total amount of their bid.

THE FOLLOWING SECTORS ARE TO BE MOWED **BI-WEEKLY**:

<u>Sector Name</u>	<u>Sector Code</u>	<u>Mowable Acres</u>
Memorial Hall	101	76
Mann Music Center	102	72
George's Hill	103	26
Belmont	104	46
Chamounix	106	58
West River Drive	107	51
Kelly Drive	108	31
Strawberry	109	95
Lemon Hill	110	38
Total Acres Mowed Bi-Weekly Per Cycle		493

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THE FOLLOWING SECTORS ARE TO BE MOWED **WEEKLY**:

Horticulture Center	105	53
District Ballfields	111	110
Total Acres Mowed Weekly Per Cycle		163

Total Acres Mowed Per Cycle: 656

2.4.2 Meadow Mowing: Contractor will perform the mowing task annually for each of the designated meadow areas. The meadow area will be mowed to a finished height of 5". Contractor can anticipate performing this task in August.

In section 5, "Pricing", Bidders shall submit a unit price per each cut for each location listed.

Below are the meadow locations in District 1

Address	Location	Acreage
53rd & Parkside Ave.	Parkside Evans	2
Chamounix & Greenland Dr.	Chamounix Dr.	6
Greenland & Ford Rd.	Greenland Drive	3
Wynnefield & Belmont Ave.	Wynnefield Ave.	3
Belmont & Montgomery Dr.	Belmont Mansion Drive	1.3
Dauphin Dr.	Strawberry Mansion	1.3
Chamounix & Ford Rd.	Greenland Nursery	2
West River @ Boelsom	West River Drive	2.5
33 rd and Dauphin	Cliffs Meadow	8
Mt. Pleasant Dr.	Mt. Pleasant	4
	Total	33.1

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2.5 **DISTRICT #2**

2.5.1 **FAIRMOUNT PARK DISTRICT # 2 - CENTER CITY/SOUTH**

In section 5, "Pricing", bidders shall submit a unit price per each acre cut. Next, bidders shall extend their unit price by the indicated quantity to compute the total amount of their bid.

The following sectors are to be mowed bi-weekly:

<u>Sector Name</u>	<u>Sector Code</u>	<u>Mowable Acres</u>
Art Museum	211	3
Parkway	212	26
Schuylkill Park	213	3
Vine Street	214	5
Penn Treaty	216	7
Palmer	215	1
FDR	220	73
Marconi	221	13
Girard Estates	217	3
<u>Islands:</u>	219	3

Total Acres Mowed Bi-Weekly Per Cycle 137

The following sectors are to be mowed weekly:

Ballfields	221	30
Schuylkill Banks	222	8
Panels	223	25
Franklinton Park	224	2
Vietnam Memorial	225	1

Total Acres Mowed Weekly Per Cycle 66

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Below are the locations of the Traffic Islands in District 2

33rd Street & Tasker
1900 - 2100 S. 24th Street
2500 McKean Street
1800 - 2600 Oregon Avenue
2700 Smedley Street'
2700 Colorado Street
22nd Street & Winter Streets
3100 s. 18th Street
3100 Denfield Place
3100 Halsey Place
3100 Uber Place
3100 Olympia Place
3100 Boise Place
3100 Croaton Place
3100 Leyte Place
3100 Sydenham Place
3100 S. 17th Street

District 2 Total Acres per Cycle: 203

2.5.2 Meadow Mowing: Contractor will perform the mowing task annually for each of the designated meadow areas. The meadow area will be mowed to a finished height of 5". Contractor can anticipate performing this task in March/April. In section 5, "Pricing", bidders shall submit a unit price per each cut for each location listed.

The following are the meadow locations in Park District 2

Sector Name	Sector Number	Acreage
FDR Park	220	1
	Total	1

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2.6 **DISTRICT # 3**

2.6.1 **FAIRMOUNT PARK DISTRICT # 3 - WISSAHICKON**

In section 5, "Pricing", bidders shall submit a unit price per each acre cut. Next, bidders shall extend their unit price by the indicated quantity to compute the total amount of their bid.

The following areas are to be mowed bi-weekly:

<u>Sector Name</u>	<u>Sector Code</u>	<u>Mowable Acres</u>
Kemble	310	6
Harper Hallow	311	2
Fisher	312	11
Cloverly	313	3
Fernhill	314	24
Manyunk Canal	315	6
Awbury	316	11
Wissahickon North	317	24
Wissahickon South	318	60
Loudon	319	4
Wakefield	320	7
Wister Woods	321	10
Pastorius	323	12
Allens Lane Art Center	324	5
Woodward Pines	325	1
Clifford	327	5
McMichael Park	328	6
<u>Islands:</u>	322	6
Totals Acres Mowed Bi-Weekly Per Cycle		203

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The following areas are to be mowed weekly:

<u>Sector Name</u>	<u>Sector Code</u>	<u>Acres</u>
Wissahickon Ballfields	329	38
Total Acres Mowed Weekly		38

Below are the locations of the Traffic Islands in District 3:

Stenton Avenue and Washington Lane
Fayette Street and Limekiln Pike
Washington Lane & Ogontz Avenue
Vernon Road & Michener Avenue
69th Avenue & Haines Street
Olney Avenue & Ogontz Avenue
Olney Avenue & Wister Street
Ogontz Avenue & Limekiln Pike
76th Avenue & Limekiln Pike
17th Street & Limekiln Pike
17th Street & Roslyn Street
1500 - 1700 Widener Place
20th Street & Kemble Avenue
66th Avenue & Wyncote Avenue
Rittenhouse Street & Chew Avenue
Stenton Avenue & Rubicam Street
Broad Street & Cayuga Street
1300 Cayuga Street
Sharpnak Street & Chew Avenue
Hortter Street & Chew Avenue
Montana Street & Belfield Avenue
Phil-Ellena Street and Chew Avenue
Lynnewood Street
Old Line Road & Glen Campbell Road
Ridge Avenue & Cathedral Road
Wellsley Road & McCullum Street
Hunting Park Avenue & Wissahickon Avenue
Cornelius Place
65th Avenue & Mascher Street
Warden Drive & Vaux Street

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Below are the locations of the Traffic Islands in District 3:

700 - 900 Cathedral Rd.
Wissahickon Avenue & Roberts Avenue
Abbottsford Avenue & Morris Street
Northwestern Avenue & Germantown Avenue
North & South Mt. Pleasant Avenue
North Mt. Pleasant Avenue & Sherman Street
Cliveden Street & Wayne Avenue
Harvey Street & Lincoln Drive
Wissahickon Drive & Lincoln Drive "10 Box"
Cheltenham Avenue & Wister Street
200 Walnut Park Drive
2700 - 2900 Chalmers Avenue
17th Street & Medary Avenue
3200 N. 27th Street
Ridge Avenue & Acorn Street
Lincoln Drive & Emlen St.
Cathedral Road & Sagamore Road

District 3 Total Acres Per Cycle 241

2.6.2 Meadow Mowing: Contract will perform the mowing task annually for each of the designated meadow areas. The meadow area will be mowed to a finished height of 5". Contractor can anticipate performing this task in March/April. In section 5, "pricing", bidders shall submit a unit price per each cut for each location listed.

The following are the meadow locations in District 3.

District Three		
Sector Name	Sector Number	Acreage
Emlen Field	331	2
Gates Field	331	2
Monastery Stables	331	.2
Blue Bell	331	1
Clifford Park	331	1
Andorra	331	7
	Totals	13.2

2.7 **DISTRICT #4**

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2.7.1 **FAIRMOUNT PARK DISTRICT # 4 - COBBS CREEK**

In section 5, "Pricing", bidders shall submit a unit price per each acre cut. Next, bidders shall extend their unit price by the indicated quantity to compute the total amount of their bid.

The following sectors are to be mowed biweekly:

<u>Sector Name</u>	<u>Sector Code</u>	<u>Mowable Acres</u>
Cobbs Creek North	430	7
Cobbs Creek South	431	49
Bartram	432	7
Morris Park	433	15
<u>Islands</u>	429	19

Total Acres Mowed Bi-Weekly Per Cycle 97

The following sectors are to be cut weekly:

Ballfields	435	20
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Total Acres Mowed Weekly Per Cycle 20

The following are the Traffic Island Locations in District 4

6500 to 8400 Lindbergh Blvd.
2800 - 3000 S. 70th St.
7000 Passyunk Ave.
6500 Bobolink Place
6600 Curlew Place
6600 Cormorant Place
3000 Dowitcher Place
6700 Egret Place
6800 Finch Place
6900 Ibis Place

The following are the Traffic Island Locations in District 4

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6900 Reedbird Place
 7000 Sheldrake Place
 7000 Lark Place
 7100 Hummingbird Place
 7100 Phoebe Place
 7100 Brant Place
 7000 Mallard Place
 7200 Shearwater Place
 7200 Gannet Place
 7300 Sanderline Place
 7300 Boreal Place
 7300 Longspur Place
 7300 Meadowlark Place
 7300 Bunting Place
 7300 Kinglet Place
 7400 Lapwing Place
 6700 Harley Street
 67th Street & Egret Place
 6800 Grebe Place
 6900 Grosbeck Place
 73rd Street and Longspur Place
 7400 Redwing Place
 7400 Sandpiper Place
 7400 Medrick Place
 1100 to 1200 Marlyn Road
 600 to 700 Marlyn Road
 6100 Lebanon Avenue
 6200 Lebanon Avenue
 Haverford Ave at Lansdowne Ave. & 72nd Street
 75th St. - Lansdowne Ave. to Brockton Road
 73rd Street & Passyunk Avenue
 7200 to 7400 Passyunk Ave.
 7500 Turnstone Place
 7400 - 7500 Dicks Avenue
 Dicks Avenue at Island Avenue
 Island Road - Enterprise Avenue to Escort Street
 7300 - 7600 Elmwood Avenue
 Bartram Avenue - Island Rd. to Route 291

The following are the Traffic Island Locations in District 4

Bartram Ave - Essington Ave to Island Rd.

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5400 to 5500 Lebanon Avenue
1300 N. Pennwood Street
77th Street - Woodcrest Ave to Wyndale Avenue
59th Street & Lancaster Avenue
54th Street & Wynnfield Avenue
61st Street & Lancaster Avenue
6400 - 6700 Lebanon Avenue
Lindbergh Boulevard & Harley Street

District 4 Total Acres Per Cycle 117

2.7.2 Meadow Mowing: Contract will perform the mowing task annually for each of the designated meadow areas. The meadow area will be mowed to a finished height of 5". Contractor can anticipate performing this task in March/April. In section 5, "pricing", Bidders shall submit a unit price per each cut for each location listed.

The following are the meadow locations in District 4

Sector Name	Sector Number	Acreage
Race & Gross Streets	435	1
Whitby Avenue	435	10
CCCECC	435	1.2
72nd & City Avenue	435	1
Skatehouse	435	1.6
	Total	14.80

2.8 DISTRICT # 5

2.8.1 FAIRMOUNT PARK DISTRICT # 5 - NORTHEAST

In Section 5, "Pricing", bidders shall submit a unit price per each acre cut. Next, bidders shall extend their unit price by the indicated quantity to compute the total amount of their bid.

The Following Sectors are to be Mowed Bi-Weekly:

<u>Sector Name</u>	<u>Sector Code</u>	<u>Mowable Acres</u>
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The following are the Traffic Island Locations in District 5:

6100 Harbison Avenue
Valley Street and Walker Streets
Bustleton Avenue & Penn Street
Oxford Avenue & Dyre Street
Oxford Avenue & Leiper Street
Castor Avenue and Wyoming Avenue
4200 - 4300 "I" Street
1900 to 2800 Devereaux Street
1400 to 1500 Devereaux Street
5900 Summerdale Avenue
Carwithian Avenue - Ditman Street to Dead End
Oxford Avenue & Summerdale Avenue
9600 Torresdale Avenue
Tolbut Street & Aberdale Circle
Jackson Street & Megargee Street
8700 Gillespie Street
4000 Kendrick Street
8600 Jackson Street & Strahle Street
9600 Laramie Place
Glenlock Street & Strahle Street
Dean Plaza - Holme Avenue to Fordham Rd.
Holyoke Road - Academy Road to Lansford Street
2800 - 3100 Winchester Avenue
Holmehurst Avenue - Rhawn St. to Winchester Ave.
1800 -1900 Solly Avenue
2100 - 2300 Solly Avenue
6000 to 6100 Summerdale Avenue
6100 - 6400 Algon Avenue
1000 - 1100 Tyson Avenue
2100 - 2200 Tyson Avenue
Loretto Avenue & Bleigh Street
Glendale Avenue & Summerdale Avenue
200 - 400 Hartel Avenue
Bloomfield Place
100 - 800 Red Lion Road
10100 Northeast Boulevard
9500 Northeast Avenue

The following are the Traffic Island Locations in District 5:

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Walley Avenue & Krewstown Road
 500 - 800 Rennard Street
 9500 - 12000 Academy Road
 Nester Road & Comly Road
 Brandon Place
 Legion Place
 Lavendar Place
 Waldemire Place
 Granton Place
 Friar Place
 Calpine Place
 Richton Place
 3100 Ancona Road
 3100 Danley Road
 500 - 600 Tabor Road
 Barbary Place
 Teton Rd. (NE) & (SE)
 Morrell Circle
 Stanwood Street & Crispin Street
 Glenlock Circle
 Cloverly Road. & Arlan Street
 2600 - 2700 Woodward Street
 Haven Place
 Eastview Place
 Northview Place
 1200 Elbridge (Tree Wells)
 Secane Street & Secane Place
 Dunksferry Place
 3200 Lester Place
 3400 Lamar Place
 Warfield Place
 2100 Magee Avenue
 Avon Terrace
 Academy Place
 Medford Place
 8400 Large Street
 Jackson Street & Pennypack St.
 4300 Whiting Road

The following are the Traffic Island Locations in District 5:

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7979 State Road
 Downs Place
 Wales Place
 Hershel Place
 Marsden Street & Bergen Street
 9700 Redd Rambler Terrace
 9700 Redd Rambler Place
 Telfair Road & Greenmount Road
 Loretto Avenue, Cranford Street and
 Magee Avenue
 7300 Shelbourne Street
 Cory Place
 Derry Terrace
 Derry Road & Corry Road
 Genessee Place
 Mechanicsville Place
 Hemlock Place
 Ascot Place

District 5 Total Acres Per Cycle 484

2.8.2 Meadow Mowing: Contractor will perform the mowing task annually for each of the designated meadow areas. The meadow area will be mowed to a finished height of 5". Contractor can anticipate performing this task in March/April. In section 5, "pricing", Bidders shall submit a unit price per each cut for each location listed.

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FAIRMOUNT PARK - DISTRICT # 5

Address	Location	Acreage
Pennway St. & Whitaker Ave.	Pennway Street	1
Olney Ave. & Rising Sun Ave.	Olney Ave	2
Bingham St. & Roosevelt Blvd.	Bingham Street	5
Verree & Bloomfield Ave.	Verree Rd. Wetland	3
Krewstown & Winchester Ave.	Krewstown Stables	4.2
Pine Rd. & Longmeadow Ln.	Pine Road	4
Rhawn & State Rd.	Pennypack-on-the-Delaware	6.6
8600 Veree Road	PEC Meadow	2.3
Veree Road & Susquehanna	Veree Meadow	4
Pennypack North	Pennypack North	5.3
Berntia Street	Poquessing	3.2
	Totals	40.6

TOTAL FOR ALL DISTRICTS FOR FAIRMOUNT PARK PER CYCLE: 1701

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

- 3.1.1 Bids will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.3 Bids which are determined to be non-responsive for reasons of:

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- (i) improper bid security
- (ii) improper bid execution
- (iii) incompleteness
- (iv) offering counter terms and conditions
- (v) improper or incomplete execution of MBEC documents (if applicable)

may be disqualified by the City without notice to the bidder. The decision of the City is final.

3.1.4 Bidders whose bids are determined to be non-responsible for reasons of bidder qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 9 of “Terms and Conditions of Bidding and Contract”.

3.2 **AWARD:**

3.2.1 This Invitation and Bid shall be awarded to the lowest responsive, responsible bidder for each District [Sections 5.1 [Items 5.1.1 through 5.1.21]; Section 5.2 [Items 5.2.1 through 5.2.16]; Section 5.3 [Items 5.3.1 through 5.3.25]; section 5.4 [Items 5.4.1 through 5.4.12] and Section 5.5 [Items 5.5.1 through 5.5.23]. However, bidder shall be awarded for only those District(s) for which it has been determined, by the City, that the bidder meets the operational, managerial, equipment and financial requirements in accordance with Paragraph 1.11.2. Bidder must bid on all items within a District to be eligible for award of that District.

3.2.2 **LOCAL BID PREFERENCE**

If the 5 % local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If any section of the bid is awarded by line item, the 5% local bid preference will not apply to that section.

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Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over \$30,000.00 and awarded as a whole or by section.

3.2.3 **PERFORMANCE SECURITY:**

Bidder's attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract," for the required Performance Security.

Please note however, that all awards as a result of this bid will have a minimum contract amount of \$30,000.01. All awards at the \$30,000.01 amount will be subject to a \$50.00 Master Performance Security Fee.

Performance security shall be required for any subsequent renewal periods.

3.2.4 **City of Philadelphia-Business, Corporate and Slavery Era Insurance Disclosure**

In accordance with Section 17-104 of The Philadelphia Code, the Bidder, after execution of this Contract, will complete an affidavit certifying and representing that the Bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with Bidder) has searched any and all records of the Bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The Bidder expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or equity and the contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

3.2.5 **INSURANCE:**

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Insurance is a requirement for this bid in accordance with Paragraph 15 of the "Terms and Conditions of Bidding and Contract". No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received. **All insurance MUST meet the following requirements:**

- Insured must be in the same name and address as the Bidder
- The insurance carrier must be rated "A" or better by AM Best
- The certificate holder must be the City of Philadelphia, and specifically named as an additional insured on the certificate in the "Description of Operations section".
- Certificate must be signed by an authorized representative of the insurance company/carrier

All certificates are to be sent to the Office of Risk Management, One Parkway, 1515 Arch Street, 14th Floor, Philadelphia, PA 19102, Attn. Debbie Lawton or FAX to (215) 683-1705.

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

4.1.1 City agencies will be notified by Procurement of award(s) and will be provided with vendor(s), vendor contact(s) and applicable pricing. Departments will prepare and submit through the appropriate review channels, a requisition detailing their specific needs and requirements to Procurement. The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

Order Against Contracts

Subsequent to contract conformance of a Requirements bid, purchase orders will be issued at such time that the service is needed. Such purchase orders will show if delivery is to be made upon receipt of order, or only after notification by the using department.

4.1.2 Invoices shall be submitted after delivery and acceptance of the service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.

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- (a) After the performance or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
- (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
- (c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the “pay to”.
- (d) The invoice must show the quantity and type of item or service and the price.
- (e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.

4.1.3 The using agencies and departments are responsible for monitoring the services delivered as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.

4.1.4 **ADD-ONS:**
The City reserves the right to add, delete and/or acquire products/services that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

Procurement or the using department will obtain from the Vendor a letter (on his/her letterhead) verifying the items to be added. The letter shall include the complete description of the item, the location (if applicable), the bid number bid schedule number, the price to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.**

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4.2 VENDOR RESPONSIBILITY:

- 4.2.1 Contractor may perform only services as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.
- 4.2.2 Contractor may perform only services at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).
- 4.2.3 Contractors may perform services up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.
- 4.2.4 In the event that the contractor receives an order for services not specifically priced and incorporated into the contract, they must:
- (i) bring this to the immediate attention of the Procurement Dept., and
 - (ii) notify the ordering agency in writing and refuse to perform.
- 4.2.5 Should services be performed that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.
- 4.2.6 For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration.
- 4.2.7 Performance of services may occur following purchase expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.8 Contractor must provide in writing a detailed and agreed upon schedule at the start of each mowing season. This schedule must be received prior to the commencement of work. Changes to the schedules require park staff approval. No work will begin until the above conditions are met.
- 4.2.9 ALL MOWING AND LITTER REMOVAL FOR EACH CYCLE MUST BE COMPLETED BY 5 O'CLOCK PM ON THE 10TH DAY OF THE CYCLE. IT IS

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THE RESPONSIBILITY OF THE VENDOR TO SCHEDULE WORK CREWS IN SUCH A WAY AS TO ALLOW FOR ADEQUATE TIME TO COMPLETE ALL SECTORS WELL WITHIN THE TEN (10) DAY CYCLE. VENDORS MUST ANTICIPATE IMPEDIMENTS TO MOWING PROGRESS IN THE FORM OF INCLEMENT WEATHER, EQUIPMENT FAILURE OR OTHER UNSCHEDULED PROBLEMS. NONE OF THESE ARE JUSTIFICATION FOR NOT COMPLETING THE MOWING CYCLE ON TIME.

HOWEVER, FOUR (4) OR MORE DAYS OF INCLEMENT WEATHER DURING ANY CYCLE WILL BE CAUSE FOR VENDOR TO REQUEST PERMISSION FROM FAIRMOUNT PARK COMMISSION TO MOW ON WEEKENDS BEYOND THE 10TH DAY OF THE CYCLE. THESE REQUESTS WILL BE CONSIDERED ON A CASE BY CASE BASIS AND MUST BE SUBMITTED IN WRITING.

WHEN IT RAINS, THE VENDOR'S SCHEDULE WILL BE ADJUSTED BACK FOR THAT WEEK IN THE EXACT NUMBER OF DAYS RAINED. VENDORS MUST RETURN TO THE AGREED MOWING SCHEDULE WITHIN 48 HOURS FROM 8 O'CLOCK AM ON THE FIRST DAY OF THE RETURN OF WEATHER CONDUCIVE TO MOWING. VENDORS WILL BE PERMITTED TO WORK EXTENDED WORKDAYS IN ORDER TO MAKE UP RAIN DAYS. THE VENDOR MUST RETURN TO THE PRESCRIBED MOWING SCHEDULE BY THE FOLLOWING MOWING CYCLE.

4.2.10

Assessed Penalties

The City may, at its discretion, and for the minor infractions listed below, assess the contractor a monetary penalty of up to \$300.00 per occurrence. The contractor will be given twenty-four (24) hours from the time of notification by telephone to rectify the infraction to the City's satisfaction. If the contractor rectifies the infraction within the twenty-four (24) hour period, the City reserves the right to void the assessed penalty.

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Penalties:

1. Turf Damage
2. Tree Damage
3. Incomplete/Improper Mowing
4. Incomplete Trimming
5. Property Damage
6. Shredded Debris/Litter
7. Missed Deadline
8. Mowing Schedule Delay
9. Trash Removal Delay

A detailed explanation of each penalty follows:

1. **Turf Damage**

Turf Damage is defined as any damage to the turf caused by the vendor. Examples of "Turf Damage" are scalping, ruts created by mowers, equipment tires, improper herbicide application and other actions adversely affecting the health and appearance of the turf.

2. **Tree Damage**

Tree Damage is defined as any damage to trees or shrubs caused by the vendor. Examples of Tree Damage are gouged or girdled bark where mower decks may hit the base of trees, shrubs hit and/or tree limbs damaged by mowing equipment.

3. **Incomplete/Improper Mowing**

Incomplete/Improper Mowing is defined as any and all turf not mowed within a sector or turf that is mowed improperly. Examples of Improper Mowing include streaking when mowing equipment ground speed is too fast, turf is too wet, and/or uneven mowing heights.

4. **Incomplete Trimming**

Incomplete trimming is defined as any vegetation not properly trimmed around all obstructions in the sector. This will include vegetation growing in the gutters along the roadways and curb sides.

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5. **Property Damage**
Property Damage is defined as any damage to park furniture, buildings, facilities and all features in the landscape. Examples of these include picnic tables, benches, fountains, paving, buildings, monuments, etc.
6. **Shredded Litter/Debris**
Shredded Litter/Debris is defined as the failure of the vendor to properly remove litter and debris from the turf area before mowing. The shredding of litter and debris is inexcusable and will not be tolerated at any time.
7. **Missed Deadline**
Missed Deadline is defined as the vendor's failure to meet the contract requirement of completing the litter removal and mowing of all sectors required within the mowing cycle by 5 o'clock PM on the 10th day of the cycle.
8. **Mowing Schedule Delay**
Mowing schedule delay is defined as the occasion when the vendor does not adhere to the agreed upon schedule of mowing park sectors on particular days of the cycle (week). Sectors must be mowed on the exact scheduled days unless waived by Fairmount Park.
9. **Trash Removal Delay**
Trash removal delay is defined as the occasion when the vendor does not remove ALL gathered trash and debris from the sector mowed on the same day. Trash may not be left overnight.

4.2.11 Contract Bid Language Regarding Payments to MBEC Subcontractors

The below paragraph applies to all Invitation and Bids (I & B) containing MBEC Participation Requirements:

The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors.

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In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to fully comply with the City’s payment reporting process. The successful bidder is required to submit with each invoice the completed “Prime Contractor’s Payment to MBEC Subcontractors' Form” indicating what percentage and dollar amount of the invoice that will be paid to its MBEC certified subcontractor(s).

Failure to submit the attached “Prime Contractor’s Payment to MBEC Subcontractors' Form” with each invoice may result in rejection of the invoice.

4.3 **Prevailing Wage Provisions.** The contract awarded under these specifications is subject to all provisions of Section 17-107 of the Philadelphia Code entitled Contractors: Labor-Management Relationships.” It is also subject to all regulations and procedures adopted thereunder.

- a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.
- b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
- c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.
- d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment.

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The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards Unit of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.

- e. All contractors and subcontractors performing city-work shall automatically file with the , Labor Standards Unit of the MDO, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.
- f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter.

No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.

- g. The prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.

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- h. It is the responsibility of all bidders and contractors to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week, overtime compensation, and holiday and vacation rights. All questions shall be referred to the Procurement Department 215)686-4720/21.

SEE ATTACHED APPLICABLE WAGE SCHEDULE

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CITY OF PHILADELPHIA

Hourly Prevailing Wage Rate Schedule

Turf Management

Job Classification & Wage Rates

	<u>Basic Hourly Rate</u>	<u>Fringe Benefits</u>
Grounds Maintenance Worker	\$13.19	\$3.24
Maintenance Worker	\$13.19	\$3.24
Truck Driver	\$13.39	\$3.24
<u>Foremen:</u>	Are to receive an additional \$1.00 per hour, in addition to their basic hourly rate.	

Notes of Interest:

- (1) Contractors are advised to contract the Procurement Department with any questions regarding job classifications, prevailing wage rates, fringe benefits, and area working conditions.

Procurement Department
Municipal Services Building
1401 J.F.K. Boulevard – 1st Floor
Philadelphia, PA 19102-1670
Telephone Number: (215) 686-4720

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4.4 **PRICE INCREASE OR DECREASE:**

Contractor shall provide Turf Management Services at the prices set forth in Section 5 for a period of nine (9) months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to three (3) additional one (1) year period(s). Contractor may increase prices for future renewal periods provided that:

Notice of price increases must be received, in writing, by the City at least sixty (60) days prior to the expiration of each contract period in order for price increase to be effective as of the first day of the renewal period. Price increase letter shall be sent to the Buyer in Room 120 Municipal Services Building, 1401 JFK Blvd., Philadelphia, PA 19102, referencing bid number, contract number, period and showing item(s) description and applicable pricing. Failure to notify the City within this sixty (60) day time frame shall result in the following:

the effective date of the price increase shall be sixty (60) days from the receipt of the price increase letter by the City;

or

if the letter is not received before the last day of the contract period, the prices for the renewal period shall be the same as the prices for the previous contract period.

For each renewal period the price increase and/or decrease shall be based upon the **percent (%) change** in the Index for All Urban Consumers – Philadelphia of the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for October to October of the **applicable year of the renewal.**

In no event shall the price increase exceed 4% in any renewal period. The increase shall reflect the change to the CPI or the 4% cap, whichever is less.

NOTE: Price decreases may be forwarded to the Procurement Department buyer, in writing at any time during the contract period, to include any renewal period (s).

4.4.1 **Failure to notify the City within the time frame specified in 4.4 will result in a commensurate delay in implementing the price change.**

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4.5 VENDOR ACCEPTANCES – IN SUBMITTING AN EXECUTED BID, THE BIDDER AGREES TO THE CONTRACT MANAGEMENT PROCEDURES IN THIS SECTION.

SECTION 5: PRICING

(PRICES QUOTED MAY NOT EXCEED THREE (3) DECIMAL PLACES)

Vendor shall submit fixed prices for each sector within a district to be eligible for that district. Not all districts need be bid.

5.1 DISTRICT #1

**FAIRMOUNT PARK DISTRICT # 1 - FAIRMOUNT
(REF: PARAGRAPH 2.4.1)**

	<u>Sector Name</u>	<u>Sector Code</u>	<u>Unit of Measure</u>	<u>Est. Qty</u>	<u>Unit Price Acre Cut</u>	<u>Extended Amount</u>
5.1.1	25050 006 001 Memorial Hall	101	Acre Cut	1064	\$_____	\$_____
5.1.2	25050 006 002 Mann Music Center	102	" "	1008	\$_____	\$_____
5.1.3	25050 006 003 George's Hill	103	" "	364	\$_____	\$_____
5.1.4	25050 006 004 Belmont	104	" "	644	\$_____	\$_____
5.1.5	25050 006 005 Horticulture Center	105	" "	756	\$_____	\$_____
5.1.6	25050 006 006 Chamounix	106	" "	812	\$_____	\$_____
5.1.7	25050 006 007 M.L. King Dr.	107	" "	714	\$_____	\$_____
		Sector	Unit of	Est.	Unit Price	Extended

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	<u>Sector Name</u>	<u>Code</u>	<u>Measure</u>	<u>Qty</u>	<u>Acre Cut</u>	<u>Amount</u>
	25050 006 008					
5.1.8	Kelly Drive	108	" "	434	\$_____	\$_____
	25050 006 009					
5.1.9	Strawberry	109	" "	1330	\$_____	\$_____
	25050 006 010					
5.1.10	Lemon Hill	110	" "	532	\$_____	\$_____
	25050 006 641					
5.1.11	District 1 Ballfields	111	" "	1540	\$_____	\$_____
	TOTAL (Items 5.1.1 - 5.1.11) _____					

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**FAIRMOUNT PARK DISTRICT # 1 - MEADOW MOWING
[REF: PARAGRAPH 2.4.2]**

		ADDRESS	LOCATION	Est. Qty	Unit Price/ Each Cut	Extended Amount
	5.1.12	25050 006 602 53 rd & Parkside Ave.	Parkside Evans	1	\$ _____	\$ _____
	5.1.13	25050 006 604 Chamounix & Greenland Dr.	Chamounix Dr.	1	\$ _____	\$ _____
	5.1.14	25050 006 605 Greenland & Ford Rd.	Greenland Drive	1	\$ _____	\$ _____
	5.1.15	25050 006 606 Wynnefield & Belmont Ave.	Wynnefield Ave.	1	\$ _____	\$ _____
	5.1.16	25050 006 607 Belmont & Montgomery Dr.	Belmont Mansion Drive	1	\$ _____	\$ _____
	5.1.17	25050 006 608 Strawberry Mansion & Dauphin Dr.	Strawberry Mansion	1	\$ _____	\$ _____
	5.1.18	25050 006 609 Chamounix & Ford Rd.	Greenland Nursey	1	\$ _____	\$ _____
	5.1.19	25050 006 610 West River @ Boelsom	West River Drive	1	\$ _____	\$ _____
	5.1.20	25050 006 611 Reservoir & Mt. Pleasant Dr.	Rockland Mansion	1	\$ _____	\$ _____
	5.1.21	25050 006 612 Mt. Pleasant Dr	Mt. Pleasant	1	\$ _____	\$ _____

TOTAL (ITEMS 5.1.12 - 5.1.21) \$ _____

EXTENDED TOTAL (Items 5.1.1 through 5.1.21) \$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER \$9Z55300	PAGE OF 47 56
		FIRM NAME (Must be filled in)	

5.2 **DISTRICT # 2**

**FAIRMONT PARK DISTRICT # 2 - CENTER CITY/SOUTH
(REF: PARAGRAPH 2.5.1)**

	<u>Sector Name</u>	<u>Sector Code</u>	<u>Unit of Measure</u>	<u>Est. Qty</u>	<u>Unit Price Acre Cut</u>	<u>Amount</u>
	25050 006 011					
5.2.1	Art Museum	211	Acre Cut	42	\$_____	\$_____
	25050 006 012					
5.2.2	Parkway	212	" "	364	\$_____	\$_____
	25050 006 646					
5.2.3	Schuylkill Park	213	" "	42	\$_____	\$_____
	25050 006 701					
5.2.4	Vine Street	214	" "	70	\$_____	\$_____
	25050 006 016					
5.2.5	Penn Treaty	216	" "	98	\$_____	\$_____
	25050 006 017					
5.2.6	Palmer	215	" "	14	\$_____	\$_____
	25050 006 018					
5.2.7	FDR	220	" "	1022	\$_____	\$_____
	25050 006 019					
5.2.8	Marconi	221	" "	182	\$_____	\$_____
	25050 006 020					
5.2.9	Schuylkill Banks	222	" "	112	\$_____	\$_____
	25050 006 702					
5.2.10	Girard Estates	217	" "	42	\$_____	\$_____
	25050 006 703					
5.2.11	Vietnam Memorial	225	" "	28	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9Z55300	PAGE OF 48 56
		FIRM NAME (Must be filled in)	

	<u>Sector Name</u>	<u>Sector Code</u>	<u>Unit of Measure</u>	<u>Est. Qty</u>	<u>Unit Price Acre Cut</u>	<u>Extended Amount</u>
	25050 006 021					
5.2.12	Panels	223	" "	350	\$_____	\$_____
	25050 006 022					
5.2.13	Islands	219	" "	42	\$_____	\$_____
	25050 006 642					
5.2.14	District 2 Ballfields	221	" "	420	\$_____	\$_____
	25050 006 647					
5.2.15	Franklintown Park	224	" "	28	\$_____	\$_____

TOTAL (ITEMS 5.2.1 - 5.2.15) \$_____

**FAIRMONT PARK DISTRICT # 2 - MEADOW MOWING
(REF: PARAGRAPH 2.5.2)**

			EST. QTY.	UNIT PRICE/ EACH CUT	EXTENDED AMOUNT
	Sector	Sector Code			
5.2.16	25050 006 648 FDR Park	220	1	\$_____	\$_____
		Total		\$_____	\$_____

TOTAL (ITEM 5.2.16) \$_____

EXTENDED TOTAL (Items 5.2.1 through 5.2.16) \$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER \$9Z55300	PAGE OF 49 56
		FIRM NAME (Must be filled in)	

5.3 **DISTRICT # 3**

FAIRMOUNT PARK DISTRICT # 3 - WISSAHICKON (REF: PARAGRAPH 2.6.1)

	<u>Sector Name</u>	<u>Sector Code</u>	<u>Unit of Measure</u>	<u>Est. Qty</u>	<u>Unit Price</u>	<u>Extended Amount</u>
					<u>Acre Cut</u>	
	25050 006 023					
5.3.1	Kemble	310	Acre Cut	84	\$_____	\$_____
	25050 006 024					
5.3.2	Harper Hallow	311	" "	28	\$_____	\$_____
	25050 006 025					
5.3.3	Fisher	312	" "	154	\$_____	\$_____
	25050 006 026					
5.3.4	Coverly	313	" "	42	\$_____	\$_____
	25050 006 027					
5.3.5	Fernhill	314	" "	336	\$_____	\$_____
	25050 006 028					
5.3.6	Manyunk Canal	315	" "	84	\$_____	\$_____
	25050 006 029					
5.3.7	Awbury	316	" "	154	\$_____	\$_____
	25050 006 030					
5.3.8	Wissahickon North	317	" "	366	\$_____	\$_____
	25050 006 031					
5.3.9	Wissahickon South	318	" "	840	\$_____	\$_____
	25050 006 032					
5.3.10	Loudon	319	" "	56	\$_____	\$_____
	25050 006 033					
5.3.11	Wakefield	320	" "	98	\$_____	\$_____

5.3 Fairmount Park District # 3 - **WISSAHICKON** - (Ref: Paragraph 2.6.1) -

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9Z55300	PAGE OF 50 56
		FIRM NAME (Must be filled in)	

	25050 006 034					
5.3.12	Wister Woods	321	Acre Cut	140	\$_____	\$_____
	25050 006 035					
5.3.13	Pastorius	323	" "	168	\$_____	\$_____
	25050 006 036					
5.3.14	Allens Lane Art Center	324	" "	70	\$_____	\$_____
	25050 006 037					
5.3.15	Woodward Pines	325	" "	14	\$_____	\$_____
	25050 006 039					
5.3.16	Clifford	327	" "	70	\$_____	\$_____
	25050 006 040					
5.3.17	McMichael	328	" "	84	\$_____	\$_____
	25050 006 041					
5.3.18	Islands	322	" "	84	\$_____	\$_____
	25050 006 643					
5.3.19	District 3 Ballfields	329	" "	532	\$_____	\$_____

TOTAL (ITEMS 5.3.1 - 5.3.19) \$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9Z55300	PAGE OF 51 56
		FIRM NAME (Must be filled in)	

**FAIRMOUNT PARK - DISTRICT #3 MEADOW MOWING
(REF: PARAGRAPH 2.6.2)**

			EST. QTY.	UNIT PRICE/ EACH CUT	EXTENDED AMOUNT
	SECTOR NAME	SECTOR CODE			
5.3.20	25050 006 615 Emlen Field	331	1	\$_____	\$_____
5.3.21	25050 006 616 Gates Field	331	1	\$_____	\$_____
5.3.22	25050 006 617 Andorra	331	1	\$_____	\$_____
5.3.23	25050 006 618 Monastery Stables	331	1	\$_____	\$_____
5.3.24	25050 006 619 Clifford Park	331	1	\$_____	\$_____
5.3.25	25050 006 620 Bluebell Meadow	331	1	\$_____	\$_____

TOTAL (ITEMS 5.3.20 THROUGH 5.3.25) \$_____

EXTENDED TOTAL (Items 5.3.1 through 5.3.25) \$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER \$9Z55300	PAGE OF 52 56
		FIRM NAME (Must be filled in)	

5.4 **DISTRICT # 4**
FAIRMOUNT PARK DISTRICT # 4 - COBBS CREEK
(REF: PARAGRAPH 2.7.1)

	<u>Sector Name</u>	<u>Code</u>	<u>Unit of Measure</u>	<u>Est. Qty</u>	<u>Unit Price Acre Cut</u>	<u>Extended Amount</u>
	25050 006 042					
5.4.1	Cobbs Creek North	430	Acre Cut	98	\$_____	\$_____
	25050 006 043					
5.4.2	Cobbs Creek South	431	" "	686	\$_____	\$_____
	25050 006 044					
5.4.3	Bartram	432	" "	98	\$_____	\$_____
	25050 006 045					
5.4.4	Morris Park	433	" "	210	\$_____	\$_____
	25050 006 046					
5.4.5	Islands	429	" "	266	\$_____	\$_____
	25050 006 644					
5.4.6	District 4 Ballfields	435	" "	280	\$_____	\$_____
	TOTAL (ITEMS 5.4.1 - 5.4.6)					\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9Z55300	PAGE OF 53 56
		FIRM NAME (Must be filled in)	

**FAIRMOUNT PARK – DISTRICT #4 MEADOW MOWING
(REF: PARAGRAPH 2.7.2)**

			EST.	UNIT PRICE/ EACH CUT	EXTENDED AMOUNT
	SECTOR NAME	SECTOR CODE	QTY.		
5.4.7	25050 006 627 Race & Gross Sts.	435	1	\$_____	\$_____
5.4.8	25050 006 622 Skatehouse	435	1	\$_____	\$_____
5.4.9	25050 006 623 72 nd & City Line Ave.	435.	1	\$_____	\$_____
5.4.10	25050 006 624 Glencoe Rd. & Chestnut St.	Glencoe Park (Return to full mow)	1	\$_____	\$_____
5.4.11	25050 006 625 Whitby Ave.	435	1	\$_____	\$_____
5.4.12	25050 006 626 CCCECC	435	1	\$_____	\$_____

TOTAL (ITEMS 5.4.7 THROUGH 5.4.12) \$_____

EXTENDED TOTAL (Items 5.4.1 through 5.4.12) \$_____

**5.5 DISTRICT # 5
FAIRMOUNT PARK DISTRICT # 5 - NORTHEAST
(REF: PARAGRAPH 2.8.1)**

	<u>Sector Name</u>	<u>Code</u>	<u>Unit of Measure</u>	<u>Est. Qty</u>	<u>Unit Price Acre Cut</u>	<u>Extended Amount</u>
	25050 006 704					
5.5.1	Logan Triangle	530	Acre Cut	676	\$_____	\$_____
	25050 006 047					
5.5.2	Hunting Park	519	" "	868	\$_____	\$_____
			Unit of	Est.	Unit Price	Extended

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER \$9Z55300	PAGE OF 54 56
		FIRM NAME (Must be filled in)	

<u>Sector Name</u>	<u>Code</u>	<u>Measure</u>	<u>Qty</u>	<u>Acre</u>	<u>Cut</u>	<u>Amount</u>
25050 006 048						
5.5.3 Tacony	520	" "	462	\$		\$
25050 006 049						
5.5.4 Burholme	521	" "	336	\$		\$
25050 006 050						
5.5.5 Eden Hall	522	" "	518	\$		\$
25050 006 051						
5.5.6 Pennypack South	524	" "	728	\$		\$
25050 006 052						
5.5.7 Pennypack North	525	" "	602	\$		\$
25050 006 053						
5.5.8 Pennypack on the Delaware	526	" "	322	\$		\$
25050 006 054						
5.5.9 Bradford	527	" "	126	\$		\$
25050 006 055						
5.5.10 Poquessing	528	" "	476	\$		\$
25050 006 056						
5.5.11 Islands	523	" "	336	\$		\$
25050 006 645						
5.5.12 Ballfields	529	" "	1540	\$		\$
TOTAL (ITEMS 5.5.1 – 5.5.12)						\$

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9Z55300	PAGE OF 55 56
		FIRM NAME (Must be filled in)	

**FAIRMOUNT PARK – DISTRICT # 5 MEADOW MOWING
(REF. PARAGRAPH 2.8.2)**

	NAME	LOCATION	EST. QTY.	UNIT PRICE/ EACH CUT	EXTENDED AMOUNT
5.5.13	25050 006 630 Pennway St. & Whitaker Ave.	Pennway Street	1	\$ _____	\$ _____
5.5.14	25050 006 632 Olney Ave. & Rising Sun Ave.	Olney Ave.	1	\$ _____	\$ _____
5.5.15	25050 006 633 Bingham St. & Roosevelt Blvd.	Bingham Street	1	\$ _____	\$ _____
5.5.16	25050 006 634 Verree & Bloomfield Ave.	Verree Rd. Wetland	1	\$ _____	\$ _____
5.5.17	25050 006 635 Kewstown & Winchester Ave.	Krewstown Stables	1	\$ _____	\$ _____
5.5.18	25050 006 636 Pine Rd. & Longmeadow Ln.	Pine Road	1	\$ _____	\$ _____
5.5.19	25050 006 637 Rhawn & State Rd.	Pennypack-on-the Delaware	1	\$ _____	\$ _____
5.5.20	25050 006 638 8600 Veree Road	Pennypack Environmental Center	1	\$ _____	\$ _____
5.5.21	25050 006 631 Veree & Susquehanna Rd	Veree Meadow	1	\$ _____	\$ _____
5.5.22	25050 006 633 Pennypack	Pennypack North	1	\$ _____	\$ _____
5.5.23	25050 006 634 Bernita Street	Poquessing	1	\$ _____	\$ _____

TOTAL (ITEMS 5.5.12 – 5.5.23) \$ _____

EXTENDED TOTAL (ITEMS 5.5.1 THROUGH 5.5.23) \$ _____

**EXTENDED TOTAL BID AMOUNT
(UNIT PRICE X QUANTITY FOR
ALL ITEMS BID) \$ _____**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9Z55300	PAGE OF 56 56
		FIRM NAME (Must be filled in)	

BIDDER TO STATE HOW PRODUCT(S), SUPPLIES AND/OR PARTS ARE TO BE DELIVERED TO THE CITY OF PHILADELPHIA: (E.G. ON-SITE DELIVERY VIA AWARDED VENDOR'S TRUCK, UNITED PARCEL, U.S. POSTAL SERVICE ETC.).

TYPE OF TRANSPORT: _____

BIDDER SHALL SPECIFY IF DELIVERY IS OTHER THAN 30 DAYS: _____

PRIME CONTRACTOR'S PAYMENT TO MBEC SUBCONTRACTORS FORM

Prime Contractor: _____
Bid Number: _____
Contract Number: _____
Purchase Order Number: _____
Invoice Number: _____
Invoice Date: _____



Name of Subcontractor	Work/Supply Effort	MBEC Category			Percentage of Invoice Due	Dollar Amount Due
		MBE	WBE	DSBE		

Note: If this invoice does not encompass any work/supply effort performed by an M/W/DSBE, complete only the top portion of this form and check the box below.

NO PAYMENT DUE TO SUBCONTRACTOR ON THIS INVOICE.

In accordance with the MBEC instructions, Forms and Contract Provisions which are a part of the Contract, I agree to promptly pay my M/W/DSBE subcontractors no later than five (5) days after my receipt of payment from the City. I represent that the statements contained herein are true and correct and are made under penalty of law, 18 Pa.C.S. 4904.

Prime Contractor's Signature: _____

Date: _____

Attention Bidder:

This bid document may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include the following:

Exhibits

Drawings

Attached specifications

Attached documents

If you have not received a corresponding attachment, drawing or exhibit that is referenced in the bid document you may obtain it by contacting the Public Information Unit at 215-686-4720.



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID

BY THE CITY OF PHILADELPHIA

The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that all your invoices contain the following information to help the City in paying you as quickly as possible.

- 1. AFTER THE DELIVERY OR SERVICES HAS BEEN COMPLETED YOU MUST SUBMIT THREE (3) COPIES OF AN INVOICE FOR PAYMENT TO THE RECEIVING DEPARTMENT LISTED ON THE PURCHASE ORDER.**
- 2. THE INVOICE MUST CORRECTLY REFERENCE THE PURCHASE ORDER NUMBER, THE VENDOR NAME, ADDRESS AND FEDERAL EMPLOYER IDENTIFICATION NUMBER.**
- 3. CHECKS WILL ONLY BE MADE PAYABLE TO THE COMPANY NAME AS SHOWN ON THE PURCHASE ORDER; THE INVOICE MUST REFLECT THIS SAME COMPANY NAME AS THE "PAY TO".**
- 4. THE INVOICE MUST SHOW THE QUANTITY AND TYPE OF ITEM OR SERVICE AND THE PRICE.**
- 5. THE UNIT OF PURCHASE ON THE INVOICE MUST AGREE WITH THE UNIT CITED ON THE PURCHASE ORDER. REFERENCE TO THE SPECIFIC LINE ITEM IS HELPFUL.**

Paying vendors is the responsibility of the *receiving* City Department(s), not the Procurement Department. Vendors should bring any problems concerning payments to the attention of the appropriate City receiving department. The name and number of the contact person can generally be found on the purchase order. If all necessary paperwork has been submitted to the department and questions still remain, vendors should contact:

**City of Philadelphia
Accounting Verification
Room 1340 Municipal Services Building
1401 J.F.K. Blvd.
Philadelphia, PA 19102
Tel. 215 686 6365**

VENDORS INTERESTED IN RECEIVING PAYMENTS ELECTRONICALLY MUST COMPLETE AN ACH VENDOR ENROLLMENT AND CHANGE FORM. THIS FORM CAN BE DOWNLOADED FROM WWW.PHILA.GOV/BIDS.

BIDDERS GUIDELINES*

The following list will assist you in the preparation of your bid.

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date stated as the bid opening.
- Note the City Anti-Discrimination Policy. If Minority Business Council Participation is required be sure to fill out all appropriate forms. If you have questions call MBEC at (215) 686-6232.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet **all** qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. FAXed bids will not be accepted.
- **Do not** submit counter terms or conditions. **Your bid will be rejected**.
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts: All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

If you have questions call Public Information at (215) 686-4720.

*This information is provided for guidance only and does not preclude your responsibility to read fully and respond to all portions of this bid.



**CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit**

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **\$10.00 fee, company check or money order only, no personal checks or cash, for each bid number requested.** Please be advised that bid tabulations **are not available** by telephone. If you have any questions, Please call 215-686-4755 or 215-686-4756.

BID RESULTS REQUEST FORM

Please complete form below. Only one (1) request per form.

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Mail this Request to the address below and enclose the following items:

- Company check or Money Order payable to **“City of Philadelphia”**
- A self-addressed stamped envelope which is at least 9 ½ ” x 12 ½ ” or larger for each Bid requested.

Failure to send either of the above items, will void your request.

Mail Request To:

The Procurement Department Public Information Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B
Philadelphia, PA 19102

COMPANY CHECK OR MONEY ORDER ONLY



CITY OF PHILADELPHIA

Procurement Department
120 Municipal Services Building
Philadelphia, PA 19102-1685
(215) 686-4720
(215) 686-4716 Fax

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2008 – June 30, 2010

(Bids for Professional Consulting Services, Public Works, Construction and Demolition [wrecking and building removal] are not covered under the Master Bid Security Program)

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$30,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over \$30,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2008 to June 30, 2010**, complete the enclosed application and return it with a check for **\$175.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2008 – 2010** on the face of the check.

If you do not become a participant in the program at this time, you may still submit bids. However, they must be accompanied by a certified check in the amount specified in the Terms and Conditions of Bidding.

For additional information or inquiries regarding this program, please contact: The Public Information Unit at (215) 686-4719, (215) 686-4720 or (215) 686-4721.

IF A RECEIPT IS REQUESTED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE.

Forward Check with Application to
CITY OF PHILADELPHIA
MASTER BID SECURITY PROGRAM
170A Municipal Services Building
Philadelphia, PA 19102-1685

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

Telephone No: (____) _____ Fax No: (____) _____

A. Check payable to the City of Philadelphia in the amount of \$175.00 for 7/1/08 to 6/30/10
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

Rcvd. ___/___/___ Pymt. Type _____ Ck. Amt. \$ _____ Ck.# _____



CITY OF PHILADELPHIA

Office of the Director of Finance
Room 1330, Municipal Services Bldg.
1401 John F. Kennedy Boulevard
Philadelphia, Pa 19102-1685

Rob Dubow
Director of Finance

The City of Philadelphia is pleased to announce a **Vendor Information Payment System (VIPS)** which will allow businesses such as yours to inquire about the status of invoices billed against purchase orders and professional services contracts. The only requirement is that your invoices utilize a unique number – either alpha, numeric or a combination of the two.

This system will be operational twenty four hours a day, seven days a week. All you have to do is dial **215-686-5968**, and follow the prompts to get an up-to-date status on your payments.

Enclosed for your convenience is an easy to use reference guide which provides a brief overview of what you can expect. I urge you to give it a try and see for yourself how easy it is to use. If you should happen to experience any problems, or if you would like to comment on this system, please call the **Office of the Director of Finance** at **215-686-6167**.

I believe that you will find this way of obtaining payment information convenient and easy to use.

Vendor Information Payment Reference Guide

- 1- Call 215-686-5968.
- 2- After the prompts, enter the 8 numeric characters that uniquely identifies your purchase order.
- 3- Select one of the three inquiry options:
 - ▶ a) by your purchase order.
 - ▶ b) by your company.
 - ▶ c) by your specific invoice number.
 - (Numeric invoice numbers only)

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of the Invitation and Bid, all addenda thereto issued by the City, all exhibits and attachments issued and/or accepted by the City and these Terms and Conditions of Bidding and Contract (the "Contract"). It is the sole responsibility of the bidder to ensure that it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

2. BID SECURITY. Unless the bidder is enrolled under the City's Annual Master Bid Security Program or an individual bid bond is required in the Invitation and Bid, all bids must be accompanied by a Certified Check, Treasurer's Check, Cashier's Check, Bank Money Order, or United States Postal Money Order made payable to the order of "The City of Philadelphia" in the proper amount as shown below:

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 - \$ 99,999.99	\$ 500.00
\$100,000.00 - \$249,999.99	\$2,000.00
\$250,000.00 - \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

When computing amount of Bid for Certified Check purposes, do NOT deduct for trade-ins.

Any bid in excess of \$500,000 is not covered by the Annual Master Bid Security Program, and bidder must submit a certified check, treasurer's check, cashier's check, bank money order, or United States postal money order made payable to the order of "The City of Philadelphia" in the required amount.

Once the lowest responsive and responsible bidder has been determined all other bidders will receive a refund in the amount of the bid security submitted. Bid security submitted by the lowest responsive and responsible bidder will be refunded after receipt of all duly executed Contract documents, required fees, bonds or other performance security. Funds submitted for the Master Bid Security Program are not refundable.

3. BID PROCESSING FEE. In addition to bid security and any other fee or monies required to be submitted with the bid, the bid shall be accompanied by a non-refundable processing fee in the form of a separate standard check, bank money order or United States postal money order made payable to the order of "City of Philadelphia" in an amount based on the gross amount of the bid in accordance with the formula below. Cash is not acceptable.

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 - \$ 100,000.00	\$ 10.00
\$ 100,000.01 - \$ 300,000.00	\$ 30.00
\$ 300,000.01 - \$ 500,000.00	\$ 50.00
\$ 500,000.01 - \$1,000,000.00	\$100.00
\$1,000,000.01 - \$2,000,000.00	\$200.00
\$2,000,000.01 - \$3,000,000.00	\$300.00
\$3,000,000.01 - \$4,000,000.00	\$400.00
\$4,000,000.01 - \$5,000,000.00	\$500.00
\$5,000,000.01 or more	\$600.00

4. SPECIFICATIONS. When a formal, numbered, specification is referred to in the Invitation and Bid, no deviation therefrom will be permitted, except if/as indicated in the Invitation and Bid and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in the Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with information concerning the style, type or kind of article and/or service desired. A bidder may offer an article and/or service which he/she certifies to be equal or better in quality, performance and other essential characteristics. If submitting an alternate, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical literature) and/or service proposed to be furnished. Failure to do so will require the bidder to furnish the article and/or service specified in the Invitation and Bid. The Procurement Commissioner reserves the sole right to determine whether alternates offered are equal or better. Unless otherwise provided in the bid specifications, all items offered by the bidder must be new. A "new" item is one which will be used first by the City. This clause shall not be construed to prohibit bidders from offering goods, supplies, equipment, or materials containing recycled materials or printing with recycled content; bidders intending to provide goods made with recycled materials should notify the Procurement Department.

5. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 16 and/or 18.

6. LOCAL BIDDING PREFERENCE
In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the prime contractor or the applicable subcontractor.

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*Note: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please allow sufficient time prior to bidding for processing of the LBE application.

EVALUATION AND AWARD

7. TYPES OF BIDDER RESTRICTED. Bidders must not be a party to more than one bid for the same article or service. A violation of this condition may, in the sole discretion of the Procurement Commissioner, result in rejection of any or all such bids in which the bidder has an interest.

8. RESPONSIVENESS. Subject to the right of the Procurement Commissioner to waive nonresponsiveness as set forth below in this Section, these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid are mandatory and must be strictly followed by all bidders in the preparation and submission of their bids. After bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review all bids for responsiveness to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid.

Any bid which is incomplete, obscure, conditional, or unbalanced, which contains additions not called for, or irregularities of any kind, including alterations or erasures, or which fails to conform in any respect to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid is nonresponsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the nonresponsiveness is not material to the Invitation and Bid or that a waiver of the nonresponsiveness is otherwise permitted by the Invitation and Bid, by these Terms and Conditions of Bidding and Contract or by law. The Procurement Department's determination of nonresponsiveness shall be final and any bid rejected as nonresponsive shall not be eligible for contract award.

9. RESPONSIBILITY. Unless otherwise specified, after bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms, and integrity, of the lowest responsive bidder. All determinations of bidder responsibility shall be vested in the sole discretion of the Procurement Commissioner and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract.

Bidders deemed not responsible will be notified of such determination and the reasons therefore in writing by the Procurement Department, and shall have the right to contest the determination by submitting to the Procurement Department, within forty-eight (48) hours after receipt of its written determination, a written request for reconsideration that includes information relating to the bidder's qualifications and responsibility and demonstrating the insufficiency of the reasons

stated in the written determination finding the bidder not responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

10. CANCELLATION AND AWARD. The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City. In all cases where a Contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. Any price increases/decreases expressly provided for in the Invitation and Bid will be allowed. All Contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder.

11. QUANTITIES AWARDED. For requirements contracts only, the articles and quantities of such articles as set forth in the Invitation and Bid are estimates and the Procurement Commissioner, in his/her sole discretion, may make an award for all or some of the articles bid and in such quantities as the Procurement Commissioner shall deem appropriate. For firm limit contracts, it is the City's intent to award based upon the quantities set forth in the Invitation and Bid, but the City reserves the right to award more or less.

12. DELIVERY, PRICE INCREASES AND TIE BIDS. All articles must be delivered at the price(s) bid, FOB Destination. Bids containing reservations of the right to increase the price(s) bid, including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. In the event of an absolute tie, the award decision will be made in the best interests of the City as determined by the Procurement Commissioner.

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$30,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$30,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

- a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;

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c. Approval of the Contract as to form by the City's Law Department;

d. Certification by the Director of Finance and City Controller as to the availability of funds; and

e. Execution of the Contract by the Procurement Commissioner.

The Procurement Commissioner may, in his/her sole discretion, cancel any Contract award if any of the above conditions (a-e) are not satisfied, or if the Procurement Commissioner, in his/her sole discretion, determines cancellation to be in the best interests of the City. The bidder agrees that in the event of such cancellation, it shall not have any claim against the City, including any claim for breach of contract or of any other legal duty, or for lost profits, costs, damages, or expenses of any kind.

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$30,000. If the amount of the contract to be awarded is greater than \$30,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

15. INSURANCE. Unless otherwise specified, the successful bidder (referred to in this Section as "Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the entire period of the Contract (including any applicable warranty and/or renewal periods), the minimum types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. The City of Philadelphia, its officers, employees, and agents are to be named as additional insured on all policies required hereunder, except the Workers' Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insured will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award. The City reserves the right to require the Contractor to furnish certified copies of the original

policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City of to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

(2) Employers Liability - \$100,000 Each Accident – Bodily Injury by Accident; \$100,000 Each Employee – Bodily Injury by Disease; \$500,000 Policy Limit – Bodily Injury by Disease

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(c) AUTOMOBILE LIABILITY

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: owned, non-owned and hired vehicles.

16. INDEMNIFICATION. All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with the Contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

17. FAILURE TO EXECUTE CONTRACT. Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding and Contract, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security

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Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

18. ASSIGNMENT. The successful bidder shall not assign the Contract resulting from the Invitation and Bid, or any part of the Contract, or any right to any monies to be paid under the Contract, or delegate performance of the Contract, without obtaining the prior written consent of the Procurement Commissioner. The decision whether to consent to an assignment is within the Procurement Commissioner's sole discretion. In no case shall the Procurement Commissioner's consent to the assignment of any monies to be paid under the Contract relieve the bidder from faithful performance of any of its obligations under the Contract or change any of the terms and conditions of the Contract. Any purported assignment in violation of this provision shall be of no effect.

19. DEFAULT. All work performed and goods and services rendered by a successful bidder (referred to in this Section as "Contractor") under any Contract resulting from the Invitation and Bid shall strictly conform to these Terms and Conditions of Bidding and Contract and the specifications and requirements contained in the Invitation and Bid. The successful bidder shall comply with all applicable federal, state and local laws, statutes and ordinances and the regulations of all governmental departments, boards, agencies, and commissions. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:

a. Failure by Contractor to comply with any provision or Section of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with any federal, state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.

b. Falseness of any representation or warranty made in the Contract or other document(s) submitted to the City by Contractor in connection with the Invitation and Bid.

c. Failure by Contractor to pay its suppliers or subContractors, misappropriation of any funds provided under the Contract or failure to notify City upon discovery of any misappropriation.

d. A violation of law by Contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agent or indictment or charges, in the sole judgment of the Procurement Commissioner, adversely affect the performance of the Contract.

e. Failure by Contractor to comply with the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned disadvantaged business enterprises.

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the

Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

g. Any other act or omission identified in these Terms and Conditions of Bidding and Contract or elsewhere in the Invitation and Bid as an event or condition constituting default.

Upon the occurrence of an event of default, the Procurement Commissioner, in his/her sole discretion, may require Contractor to cure the default within a period of time to be determined by the Procurement Commissioner, or terminate the Contract in whole or in part and exercise any one or more of the following remedies (which remedies may be concurrent and shall be in addition to and not in lieu of the remedies available to the City at law, in equity, under any bond(s) filed in connection with the contract or under other sections of these Terms and Conditions of Bidding and Contract and Contract):

a. Purchase goods and/or services from others in substitution of goods or services that were not furnished or performed by Contractor or that were defective or otherwise in violation of any provision of the Contract; the cost of such substituted goods and services shall be the sole responsibility of Contractor and Contractor agrees to pay immediately, upon receipt of the City's invoice, the difference between the Contract price and the substituted product or service cost, plus any other loss, cost or damages incurred by the City.

b. Appropriate to the payment of the difference between the Contract price and the cost of such substitute goods or services, and the amount of any other loss, cost or damage incurred by the City as a result of the default, any monies which may then be due and payable to Contractor under this Contract or any other Contract that Contractor then has with the City.

The City shall notify Contractor in writing of such termination, which shall be effective as of the date specified in the notice of termination (the "Termination Date"). The Procurement Commissioner may, in his/her sole discretion, require Contractor to continue to furnish all goods and perform all services required under the Contract until the Termination Date, in which case, subject to the remedies enumerated above, the successful bidder shall be paid in accordance with the Contract therefore. If the City requires Contractor to cure the event(s) of default, or to continue to furnish goods or services until the Termination Date, and Contractor refuses or fails to do so, then such failure shall itself be deemed an event of default under this Section, for which the City may exercise any of its rights hereunder.

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is

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installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

21. TAX EXEMPTION. The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in list prices, bidder may quote the list price and shall show separately the amount of the federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. In the event bidder pays any sales or use tax, bidder hereby assigns to City, or City's agent, all of its rights, title and interest in any sales or use tax which may be refunded as a result of the purchase of any articles furnished in connection with the Contract and bidder, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Bidder authorizes the City, in City's name or the name of bidder, to file a claim for refund of any sales or use tax subject to this assignment.

22. TAX INDEBTEDNESS. The City of Philadelphia does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of this policy, the following certifications have been developed and shall form a part of any Contract resulting from the Invitation and Bid. The successful bidder or other entity Contracting with the City is referred to below as the "Contractor".

a. Contractor's Certification of Non-Indebtedness - Contractor hereby certifies and represents that Contractor and Contractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia (the "City") and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Contractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Contractor and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Contractor shall be liable for all costs, losses and other damages resulting from the termination).

b. Subcontractor's Certification of Non-Indebtedness - Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor"

shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia ("City"). and will not at any time during the term of Contractor's Contract with the City (the "Contract"), including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available at law or in equity, subcontractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to subcontractor for services rendered in connection with the Contract and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to subcontractor and/or the termination of subcontractor for default (in which case subcontractor shall be liable for all costs, losses and other damages resulting from the termination)."

23. TAX REQUIREMENTS. Any person or entity who bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

- a. Business Privilege Tax
- b. Net Profits Tax
- c. City Wage Tax

The successful bidder, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue, 1401 John F. Kennedy Blvd., Public Service Concourse, Municipal Services Building, Philadelphia, PA 19102 for a tax identification number and to file appropriate business tax returns as provided by law. Questions should be directed to the Business and Earnings Tax Unit at (215) 686-6600.

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by

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any applicable federal, state or local law or regulation. Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 29 herein.

25. NONDISCRIMINATION.

a. Any Contract awarded pursuant to the Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin, or sex. Such discrimination shall constitute an event of default under this Contract entitling City to terminate this Contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

26. ETHICS REQUIREMENTS. To preserve the integrity of City employees and maintain public confidence in the competitive bidding system, the City intends to vigorously enforce the various ethics laws as they relate to City employees in the bidding and execution of City contracts. Such laws are in three categories:

a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector

General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

b. City Employee Interest in City Contracts. In accordance with Section 10-1112 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or Contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the Contract.

c. Conflict of Interest. Both the State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information gained thereby to obtain financial gain for himself/herself a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in The Philadelphia Code Section 20-608.

27. NORTHERN IRELAND. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

a. In accordance with Section 17-104 of the Philadelphia Code, bidder by execution of its bid certifies and represents that (i) bidder (including any parent company, subsidiary, exclusive distributor, or company affiliated with Bidder) does not have, and will not have at any time during the term of any Contract resulting from this bid (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland, and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, unless Bidder has implemented the fair employment principles embodied in the MacBride Principles.

b. In the performance of any Contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor of company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting Contract.

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in

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connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

28. BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE DISCLOSURE. In accordance with Section 17-104 of The Philadelphia Code, the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The bidder expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

29. PHILADELPHIA 21st CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined at Philadelphia Code Section 17-1303, Contractor shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal or state minimum wage, whichever is higher, as more fully set forth at Philadelphia Code Chapter 17-1300. The Contractor shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Office of Labor Standards may grant a partial or total waiver of Section 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Philadelphia Code.

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT
SIGNING OF BIDS**

This contract consists of the Invitation and Bid (including exhibits and attachments), any addenda thereto issued by the City and the foregoing Terms and Conditions of Bidding and Contract (collectively, the "contract") and contains all the terms, conditions and requirements agreed upon by the parties. The terms "contract" and "agreement," whether capitalized or uncapitalized, shall have the foregoing meaning wherever they are used in the invitation and Bid, addenda thereto, the Terms and Conditions of Bidding and Contract, and this page. No other contract or agreement, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any party hereto or to vary any of the terms contained in the contract.

This contract may not be changed, amended or renewed, in whole or in part, except by a written amendment signed by the parties. No waiver by the City of any breach or noncompliance by the undersigned with any provision of this contract shall relieve the undersigned of any of its obligations or representations made under this contract.

This contract and all disputes arising under this contract shall be governed, construed and decided in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that any lawsuit, action, claim or legal proceeding involving, directly or indirectly, any matter arising out of or related to this contract or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two forums. The parties further agree not to raise any objection to any lawsuit, action, claim or legal proceeding which is brought in either of these two forums and the parties expressly consent to the jurisdiction and venue of these two forums. The parties further agree that service of original process in any such lawsuit, action, claim or legal proceeding may be duly affected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in the Invitation and Bid and/or this page.

NOTE: ANY BID THAT IS NOT EXECUTED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BELOW OR THAT DOES NOT INCLUDE STREET ADDRESS, CITY, STATE AND PHONE NUMBER, MAY, IN THE SOLE DISCRETION OF THE PROCUREMENT COMMISSIONER, BE REJECTED.

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$30,000, date and sign the bid here, with the original signatures, in ink.

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

If the bid is a **CORPORATION**, date and sign the bid here with original signatures, in ink, by (a) President or Vice President of the Corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the Corporation; and (c) affix the seal of the Corporation. If the form is not signed by the President or a Vice President and Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, attach a duly certified corporate resolution authorizing the person signing in place of such officers to execute this bid for the corporation.

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT
120 Municipal Services Building
Philadelphia, Pa 19102-1685

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

The City of Philadelphia is pleased to announce a new online **Vendor Invoice Information (VII) Website** which will allow businesses such as yours to inquire about the status of invoices billed against purchase orders and professional services contracts. The only requirement is that your invoices utilize a unique number – alpha, numeric or a combination of the two.

This system will be operational twenty four hours a day, seven days a week. All you have to do is log on to the City of Philadelphia website: www.phila.gov, click on “Vendor Invoice Information” under the “Help Me” section of the home page, enter your Federal Employer Identification Number (FEIN) and a valid active purchase order. Then, agree to a waiver statement and follow the prompts to get an up-to-date status on your payments.

You are urged to give it a try and see for yourself how easy it is to use. If you should happen to experience any problems, or if you would like to comment on this new system, please e-mail us using the question and comment field provided on the site.

We believe that you will find this new way of obtaining payment information convenient and easy to use.